

**ADDENDUM# 2
UNDERGROUND OIL TANK REMOVAL
Bid # 6204F**

May 31, 2011

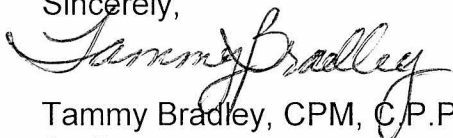
Dear Vendors:

The Contract Bidding Documents pursuant to Bid # 6204F are hereby revised as follows:

The attached bid forms were inadvertently missing from the contract bidding documents. Please include the attached forms with your bid.

Thank you for your patience, time and consideration.

Sincerely,



**Tammy Bradley, CPM, C.P.P.B.
Sr. Buyer**

C: Mike Longo, Facilities Manager



TOWN OF WEST HARTFORD 50 SOUTH MAIN STREET
TOWN OF WEST HARTFORD, CT 06107-2431
(860) 561-7470 FAX: 561-7492



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2.03 BID FORMS

2.03.01 INFORMATION

Bid of _____ BIDDER,
(Name of Contractor)

(Address of Contractor)

and _____
(Telephone Number of Contractor)

FOR THE **UNDERGROUND OIL TANK REMOVAL BID# 6204F** AT THE TOWN OF
WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford
Chris Johnson
Purchasing Agent
Room 223
50 South Main Street
West Hartford, CT 06107

This Contractor proposes to furnish all labor, materials, and equipment, and all else whatsoever required to perform all work described in the contract Bidding Documents for **UNDERGROUND OIL TANK REMOVAL BID# 6204F** as amended by the addendum noted below for the amounts shown herein under Schedule of Bids.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any bid.

It is further understood and agreed that this bid shall be irrevocable for ninety (90) calendar days after bid receipt date.

2.03.02 SCHEDULE OF BID

1. Bugbee Elementary School 1943 Asylum Avenue – 5000 gallon tank. See Photos
 - a. After removal of tank restoration of site is to be compacted process stone. No finished landscape or asphalt pavement.
2. Norfeldt Elementary School 35 Barksdale Road – 5000 gallon tank. See Photos
 - a. After removal of tank restoration of site is to be grass. Saw cut existing asphalt to a point determined at pre-bid.
3. Aiken Elementary School 212 King Philip Drive – 5000 gallon tank. See Photos
 - a. Site is to be restored to asphalt pavement.
4. Conard High School 110 Beechwood Road– 5000 gallon tank. See Photos
 - a. Site is to be restored to grass.
5. Elmwood Community Center 1106 New Britain Avenue – 5000 gallon tank. See Photos
 - a. Site is to be restored to asphalt
6. Charter Oak Elementary School 425 Oakwood Avenue – 5000 gallon tank. See Photos

<u>LOCATION</u>	<u>TANK SIZE</u>	<u>COST TO REMOVE</u>
Aiken Elementary School 212 King Philip Drive	5,000	\$ _____
Bugbee Elementary School 1943 Asylum Avenue	5,000	\$ _____
Charter Oak Elementary School 425 Oakwood Avenue	5,000	\$ _____
Norfeldt Elementary School 35 Barksdale Road	5,000	\$ _____
Conard High School 110 Berkshire Road	5,000	\$ _____
Elmwood Community Center 1106 New Britain Avenue	5,000	\$ _____
Total All 6 locations:		\$ _____
Additional Asphalt Restoration	Per Square Foot	\$ _____
Removal of Contaminated Soil	Per Yard	\$ _____

TOTAL OF BID ITEMS 1 THROUGH 6 INCLUSIVE OF THIS PROPOSAL, AS
COMPUTED BY BIDDER USING THE ESTIMATED QUANTITIES INDICATED
ABOVE: _____ Dollars
_____ \$.

But it is understood that the various unit prices bid will control in any contract which may be
awarded arising from this Bid; that the estimate quantities above are approximate only and used
only for the comparison of bids; that the products obtained by multiplication of the above unit
prices by estimated quantities, and the total thereof, have been inserted only for the
convenience of the Bidder and to facilitate consideration of this and other Bids.

2.03.02.I CONTRACT TIME

The Contract shall remain in effect from June 21, 2011 through September 30, 2011. Individual projects within the scope of the Contract shall be assigned to the Contractor by addendum to this Contract and shall set forth start and completion dates for the individual project assigned. Such start and completion dates shall be strictly enforced.

2.03.03 BIDDER QUALIFICATIONS

If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of

_____, having its principal office at _____.

The Principal officers of said Corporation, with their titles and addresses, are as follows:

Bid must be accompanied by either a Certified Check or a Bid Bond, as provided in the Invitation to Bid. If a check is deposited herein, fill out the following:

(Name of Bank)

(Address of Bank)

(Amount of Check)

Attached hereto is a form entitled "Summary of Work History". Sections 2.03.12 and 2.03.13.

1. The Bidder is required to state that he has done work of a similar character to that included in the proposed Contract, and give references that will enable the Owner to judge his experience, ability to meet completion date, skill and business standing.
2. The Bidder is further required to complete the attached "Summary of Work History" for all jobs for which he has signed a construction contract within the past 36 months, providing the name and address of the Project, name and address of the Project Owner, name and address of the Project Architect, Contract amount, and time required for completion.

- 2.03.04 CERTIFICATE OF INSURANCE The Bidder is required to submit a Certificate of Insurance in amounts and types specified in Article 8.01A of the Exhibit section or provide a letter (see example located after bid signature page) from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.
- 2.03.05 CONTRACT FORM The parties shall enter into a contract in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree.
- 2.03.06 ANTI-COLLUSION No person or persons other than those named herein are interested in this Bid or in the Contract proposed to be taken. Said contract is made without any connection with any other person or persons making any bid for the same work and is in all respects fair and without collusion or fraud. No person acting for or employed by the Town of West Hartford may be directly or indirectly interested therein or in the supplies or works to which it relates, or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interest of the Town.
- 2.03.07 ANTI DISCRIMINATION The Contractor agrees and warrants that in the performance of this Contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, physical impairment or national origin in any manner prohibited by the law of the United States, the State of Connecticut, or the Town of West Hartford.
- 2.03.08 SUPERVISION The Contractor shall employ full time on-the-job Project Superintendent as his representative.
- 2.03.09 ANTI TRUST ASSIGNMENT The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to this Contract, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Contract, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

2.03.10 INDEMNIFICATION The Bidder is aware of and agrees that, if awarded this Contract, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for:

- .1 Bodily injury, sickness, disease, or death; and/or
- .2 Damage to or destruction of real and/or personal property; and/or
- .3 Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, subcontractors, materialmen, or servants of the Town, the Board of Education, or the Contractor, or by the public, which is caused or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, or any Subcontractor, or materialmen, or anyone directly or indirectly employed by them in the performance of this Contract or from the inaccuracy of any representation or warranty contained in the Contract Documents. This indemnity shall not be affected by other portions of the Contract relating to insurance requirements.

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the West Hartford Board of Education, the Town of West Hartford, their respective boards and commissions, officers, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, Subcontractors, materialmen or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, the West Hartford Board of Education or their respective agencies. This undertaking shall not be affected by other portions of the contract relating to insurance requirements.

BIDDER:

COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

SIGNATURE BY DULY AUTHORIZED

(SEAL)

PRINT OR TYPE NAME

The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

TITLE

DATE

ADDRESS

TELEPHONE

FAX #

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

If you are not registered with the Town of West Hartford, please go to <http://www.west-hartford.com/e-proc> and select register. Only registered vendors can be awarded the contract.

2.03.11 INSURANCE AGENT CERTIFICATION OF INSURANCE COMPLIANCE

TO: Town of West Hartford
Chris Johnson
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Johnson:

In accordance with Section 2.03.04 of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in Article 8.01A of the Exhibit section and Exhibit "B" of the Contract Documents.

Signature
Authorized Broker or Agent

SUMMARY OF WORK HISTORY

1. The bidder is required to state in the spaces provided below work that the bidder has performed of a similar character to the work described in the Contract Bidding Documents.

[illegible]

SUMMARY OF WORK HISTORY

2. The bidder is further required to furnish a complete list of all projects for which he has signed a construction contract within the past 36 months.

[illegible]